Laborers' International Union of North America, Local 125 (O'Neil Construction, Inc.) *and* George Chako. Case 8-CB-4324

March 19, 1982

DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On December 11, 1981, Administrative Law Judge Stephen J. Gross issued the attached Decision in this proceeding. Thereafter, the Respondent and the General Counsel filed exceptions and supporting briefs, and the Respondent filed an answering brief opposing the General Counsel's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.[2]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Laborers' International Union of North America, Local 125, Youngstown, Ohio, its officers, agents, and representatives, shall take the action set forth in the said recommended Order.

[1] The Respondent and the General Counsel have excepted to certain credibility findings made by the Administrative law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

[2] Member Jenkins would compute interest on the backpay ordered herein based upon the formula set forth in his separate opinion in *Olympic Medical Corporation*, 250 NLRB 146, 148 (1980).

DECISION

STATEMENT OF THE CASE

I. INTRODUCTION

STEPHEN J. GROSS, Administrative Law Judge: On October 17, 1980, O'Neil Construction, Inc. (hereafter called OCI or the Company), sought to hire George Chako for employment as a laborer at a site in Youngstown, Ohio. But an official of Local 125 of the Laborers' International Union of North America threatened a strike if OCI put Chako to work, and the Company refrained from employing him. That led Chako to file an unfair labor practice charge against Local 125. On November 3, 1980, OCI made another attempt to hire Chako; Local 125 again threatened a strike if OCI hired him; and OCI again refrained from doing so. (Hereafter all dates will refer to 1980 unless otherwise specified.) Chako subsequently amended his charge against Local 125.

On December 12 the Regional Director for Region 8 of the National Labor Relations Board issued a complaint alleging that: (1) On October 17 Local 125 caused or attempted to cause OCI to terminate the employment of Chako because of his lack of membership in Local 125, thereby violating Section 8(b)(1)(A) and (2) of the Act; and (2) on November 3, 1980, an official of Local 125 "informed [Chako] that he would not accept [Chako's] transfer request to the Respondent because he had filed charges against the Respondent with the National Labor Relations Board," and that Local 125 thereby violated Section 8(b)(1)(A) of the Act.

Local 125 denied those allegations and the case went to hearing before me in Youngstown, Ohio, on October 1, 1981.[1] Briefs have been filed by the General Counsel and by Respondent.[2]

II. THE APPLICABLE COLLECTIVE-BARGAINING AGREEMENTS

OCI is a masonry contractor headquartered in West Middlesex, Pennsylvania. As touched on above, in 1980 one of OCI's projects involved work at a site in Youngstown, Ohio. One of the employer associations to which OCI belongs is the Mason Contractors Association of America, Inc. That association, in turn, is party to a collective-bargaining agreement (hereafter called the International agreement) with the Laborers' International Union of North America. There is no dispute that OCI considers itself bound by the International agreement, and that the agreement is, at least on its face, applicable to OCI's Youngstown project.

OCI is also a member of the Builders Association of Eastern Ohio and Western Pennsylvania. That association is a party to a collective-bargaining agreement (the Local agreement) with Laborers' Union Locals 125 and 935. (Local 125 has jurisdiction over the Youngstown area. Local 935's jurisdiction is over neighboring Warren, Ohio.) The Local agreement also is, on its face, applicable to OCI's Youngstown project.

As will be discussed below, from the start of the hearing in this proceeding it was clear that OCI and Local 125 disagreed about whether provisions in the International agreement conflicted with provisions in the Local agreement, and, if they did, which agreement controlled. On brief the General Counsel raised the further issue of whether OCI was bound at all by the Local agreement. And the record does reflect that: (1) An OCI supervisor testified that he was unsure whether OCI had

[1] The parties agree that OCI is "an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act," and that Local 125 is a labor organization within the meaning of Sec. 2(5) of the Act.

[2] The General Counsel's motion to amend the transcript is granted.

delegated to the Builders Association OCI's right to bargain with Local 125 and that OCI is "not a signatory to" the Local agreement;[3] (2) OCI's president told a Local 125 official that the Company was "coming in" to Youngstown under the International agreement; and (3) according to the testimony of a Local 125 official, another representative of that Union told him that an official of the Builders Association said that OCI "didn't belong to the Association."

But I find that OCI was subject to the Local agreement. To begin with, OCI's membership in the Builders Association is not in doubt. The complaint alleges that OCI is a member, an OCI supervisor testified that it is a member, and the only testimony about OCI not being a member of the Association was the product of multiple hearsay. As for OCI being subject to the terms of the Local agreement, the agreement itself specifies that "The term 'Employer' shall be construed to include not only the Builders Association of Eastern Ohio and Western Pennsylvania but *also* each member of the Association." (Emphasis supplied.)[4] Under these circumstances a finding that OCI was not an "employer" within the meeting of the Local agreement and, accordingly, subject to the agreement's terms, would have to rest on very clear evidence indeed that the agreement did not apply to OCI. But there is no such evidence in the record. Moreover, officials of OCI complied with at least some terms of the Local agreement, met without protest with officials of Local 125, and went to arbitration with Local 125 under the terms of the arbitration provisions of the Local agreement.

In sum, OCI (through the Builders Association) and Local 125 were parties to the Local agreement; and Local 125 was the collective-bargaining representative of the laborers employed by OCI at OCI's Youngstown jobsite.

III. THE OCTOBER 17 INCIDENT

A. *The Dispute Over "Key Man" Issues*

The International agreement and the Local agreement both contain provisions relating to "key men." A key man, in turn, is an employee from outside the geographical area where the work is being performed whom the employer has previously employed and whom the employer wants to bring into the area to work on the project at hand. Eugene O'Neil, OCI's president, and Andrew Jackson, business manager of Local 125 (and, accordingly, the Local's chief executive officer), had at least one and perhaps two meetings prior to their confrontation over Chako. At the meeting or meetings O'Neil and Jackson got into a dispute about the key men that OCI wanted to bring into Youngstown. In part those disputes involved the number of key men OCI wanted to use. The result was that the relationship between OCI and Local 125 was focused on key man issues. OCI's officials felt that the Local was unduly restrictive in demanding that the Company get its employees from the Youngstown area. And the union officials thought that the Company was attempting to use the loosely worded key man provisions of the International agreement to avoid hiring workers from the Youngstown area.[5] (It should be noted that Local 125 did not operate an exclusive hiring hall, and that the Union agreed that OCI did not have to obtain its employees through the Union.)

B. *OCI Decides To Hire Chako*

Dave O'Neil, Eugene O'Neil's son, is in charge of OCI's Youngstown site. By October 10 Dave O'Neil had concluded that one of the laborers working at the jobsite, a Local 125 member named Lamont Stevens, was performing inadequately. Dave O'Neil determined to discharge Stevens, and some bricklayers employed at the site by OCI recommended that the company hire Chako as a replacement for Stevens. On October 15 OCI ceased employing Stevens. While Stevens was in fact terminated because of what Dave O'Neil considered to be Stevens' inadequacies, O'Neil told Stevens that he was "laid off"; i.e., let go because OCI had insufficient work to keep him employed. As O'Neil put it: "I laid him off for the simple fact that I don't like to fire people. It creates too much of a fight and hassle."[6]

A day later O'Neil called Chako and told him to report to work the following morning, October 17. Chako had previously told O'Neil that he was a member of neighboring Local 935, rather than Local 125, but that Local 935 members regularly work in Local 125's area and that accordingly he would not need to transfer to Local 125. O'Neil nonetheless told Chako to check in at the Local 125 union hall.

Chako did report to the hall and talked there to Martin Mason, secretary-treasurer of Local 125. Chako asked to transfer to Local 125 (from Local 935), but Mason said that no transfer was required. And in fact the record is clear that the practice of Local 125 was to permit members of Local 935 to work in its jurisdiction without transfer. Chako reported that to Dave O'Neil, but O'Neil was not satisfied. He told Chako to return to the union hall and to advise the Union that Chako intended to work for OCI. Chako complied. Mason again said that Chako did not have to transfer to Local 125. But he went on to say that, as far as working for OCI, "I don't think that you can do it because [OCI] got men laid off."[7]

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[3] Errors in the transcript are hereby noted and corrected.

[4] Jt. Exh. 1.

[5] All parties agree that OCI is "an employer engaged primarily in the building and construction industry," that its employees "are engaged in the building and construction industry," and that the Laborers' International Union and Local 125 are labor organizations "of which building and construction employees are members," within the meaning of Sec. 8(f) of the Act. Accordingly the two agreements at issue here could properly provide "for priority in opportunities in employment based upon length of service . . . in the particular geographical area"; *id.* at subsec. (4).

[6] At the hearing, and on brief, the parties often referred to OCI having laid off *two* members of Local 125. But the Company's payroll records (G.C. Exh. 2) show that during the relevant period the Company ceased employing only one employee: Stevens.

[7] Testimony of witness Mason. Chako testified that he did not "remember . . . anybody telling me that they had men on lay off." I credit Mason.

Mason's comment about men on layoff was a reference to Stevens and an implicit reference to article XVI of the Local agreement which provides, in part, that: "When men are laid off for lack of work they shall be called back to that job in the same order in which they were originally hired."[8]

C. *The Strike Threat*

On October 16 or early in the morning of October 17 the Local 125 steward working for OCI at the Youngstown jobsite notified Jackson (Local 125's business manager) that "there was a man coming in and they want to put him on and he didn't belong to our local."[9] Jackson went up to the jobsite. At the site Jackson first told Chako (whom Jackson knew to be a Local 935 member who had often worked in the Youngstown area) that the Local was not going to permit Chako to work for OCI until the Company "gets some more men out here" (referring to members of Local 125).[10] Jackson then met with Dave O'Neil, asked O'Neil how Chako came to be hired by OCI, said that Chako was not going to be allowed to work for OCI, threatened to call a strike if the Company did put Chako to work, and told O'Neil that the reason for the Union's position was that the Company had already employed its allotment of key men.[11]

D. *The Import of Jackson's Comments*

It is not entirely clear, even to Jackson, why he referred to key man issues when talking to O'Neil about Chako. But an onlooker familiar with the applicable collective-bargaining agreements would have had to assume that Jackson had either of two things in mind.

One possibility relates to article V of the Local agreement. That provision states, in respect to work in Youngstown:

> All members of the Builders Association . . . further agree to hire members of [Local 125] when available providing such . . . union members possess the skills required by the Employer. Should the Employer deem it necessary to hire other than available members of the local union, the Employer shall notify the Union prior to such employment.

The same agreement provides that "non-resident employers" (such as OCI) may bring with them key men from outside Local 125's area. But the agreement strictly limits the number of key men an employer may bring in—the fewer the total number of employees on the job, the fewer the number of key men allowed. Thus, one way of construing Jackson's remarks is that: (1) Jackson interpreted the contract as requiring OCI to hire Local 125 members unless an employee could fit within the key man provisions of the contract; and (2) OCI already had its quota of key men. (This interpretation would reflect the steward's complaint that Chako "didn't belong to our local.")

But the other possible meaning to be attributed Jackson's remarks to O'Neil has to do with the seniority provision of the Local agreement (see fn. 8, above, and the related text). Jackson's comments may have simply been his way of indicating that, in his view: (1) Chako could not be employed by OCI under normal hiring procedures because Stevens, who was senior to Chako under the terms of the Local agreement, was on layoff; and (2) while Chako could nonetheless be employed by OCI if a key man slot was available, no such slot was.

Both Chako and Dave O'Neil, without pressing Jackson for a further explanation, concluded that Jackson was telling them that Chako could not work for OCI simply because Chako was not a member of Local 125. While O'Neil was upset about Jackson's stance, he was unwilling to risk a strike. He therefore told Chako that OCI could not hire him under the circumstances.

IV. THE NOVEMBER 3 INCIDENT

With Chako unavailable, OCI brought Stevens back from his "layoff." But after six more workdays the Company again concluded that Stevens' productivity was not up to OCI's standards, and on October 27 Stevens was again let go, this time permanently. It is clear that at that point the Local 125 officials knew that OCI was dissatisfied with Stevens' performance. Nonetheless, Stevens was, as a technical matter, laid off, not discharged for cause.[12] A few days later, and independent of the Company's termination of Stevens, Chako filed an unfair labor practice charge against Local 125 (see sec. I, above).

Stevens' termination again left the Company one laborer short. And both Dave and Eugene O'Neil still wanted to hire Chako. They arrived at the following plan: The laborer foreman on the site, Nicholas Butchkoskie, whom OCI had brought in from Pennsylvania, was an outstanding worker but had shortcomings as a foreman. Since the O'Neils had heard that Chako had some supervisory experience, they decided to move Butchkoskie down to laborer and to bring Chako in as a foreman. From Eugene O'Neil's viewpoint, Local 125 would be unable to prevent the Company from taking that action since the choice of a foreman is—"always management's prerogative. I can change foremen five times a week if I want to. It's not a union question. . . . I don't care what Local he's in." (While the duties of a laborer foreman at OCI were not detailed, the parties stipulated that the po-

[8] Jt. Exh. 1. The article also provides: "If an employee is fired for just cause . . . his seniority shall be terminated immediately."

[9] Testimony of witness Jackson.

[10] Testimony of witness Jackson.

[11] Respondent's witness Southerland testified that he overheard Jackson tell Chako that Chako could not work for OCI "because there's men laid off." But Southerland's version differs markedly from both Jackson's and Chako's. And Chako credibly testified that Southerland was not within earshot of the Jackson-Chako exchange.

[12] The only witnesses with firsthand knowledge of OCI's relationship with Stevens were the two O'Neils. The testimony of both O'Neils suggests that OCI laid off Stevens once, not twice, but that that layoff was permanent. Both, however, admitted to being unsure of the precise facts regarding the dates of Stevens' problems with OCI. And the Company's payroll records show that, as indicated above, Stevens had two periods of employment with OCI. What that adds up to is a lack of clarity about whether OCI told Stevens on October 27 that he was being laid off, or was being fired for cause. In view of Dave O'Neil's testimony that OCI did not fire Stevens, I have resolved the matter by concluding that OCI "laid off" Stevens both on October 15 and on October 27.

sition was a supervisory one within the meaning of the Act.)

Sometime no later than early November 3, and before either Eugene or Dave O'Neil had talked to anyone else about their idea of bringing Chako on as a foreman, Jackson (Local 125's business manager) showed up at OCI's jobsite, mentioned to Dave O'Neil that Chako had filed charges against Local 125, and then told O'Neil that "he didn't want Chako anywhere near the job one way or the other because of the charges that he filed."[13]

Dave O'Neil called Eugene O'Neil about Jackson's comments. Eugene O'Neil suggested that Dave go ahead with the plan to hire Chako as foreman, and that the way to handle Jackson's concern about the charges Chako had filed was to have Chako go down to the union hall and agree to drop the charges.

Dave O'Neil then got in touch with Chako (on November 3) and told Chako that the Company wanted to hire Chako as a "key man," its "labor foreman,"[14] but that Chako would have to ask to be transferred into Local 125, and that Chako should tell the union officials that he would drop his charges. Chako agreed.

Chako promptly told Mason that he had been offered the labor foreman job at OCI and that—"I came down to transfer my book and I was dropping charges." But, said Chako, "Mr. Mason said that he would not transfer my book and that I wouldn't work out of that hall because of the reason that I presented charges against them."[15]

Chako returned to the OCI jobsite and told Dave O'Neil about Mason's position.

Eugene O'Neil and Mason had a telephone conversation about the Company's plan to hire Chako as a foreman either just before or just after Chako visited the union hall. Mason made no mention to O'Neil about Chako having filed charges against Local 125. Rather, Mason focused on what he felt was O'Neil's continued effort to avoid his contractual obligations by misusing the key man provisions of the International agreement. He accordingly told O'Neil that the Union would shut down the job if the Company put Chako to work. O'Neil was, as before, unwilling to risk a strike, and that ended the Company's attempts to hire George Chako.[16]

V. ALLEGED UNFAIR LABOR PRACTICES

A. *The October 17 Incident*

A union may not demand that an employer give its members preference in hiring; e.g., *General Teamsters Local 439, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Los Angeles-Seattle Motor Express, Inc.)*, 172 NLRB 2041 (1968). But I cannot conclude that Jackson's comments on October 17, to either Chako or Dave O'Neil, were made with an intent to cause OCI to discriminate in hiring in favor of Local 125 members. Nor can I conclude that those comments by Jackson could reasonably have been deemed an objection to the Company's employment of Chako because of Chako's lack of membership in Local 125. Jackson never said that his problem with OCI's employment of Chako was Chako's lack of membership in Local 125. And the fact of the matter is that the Company's attempt to hire Chako while Stevens was on layoff was at least arguably in contravention of the Local agreement. In addition, Mason had specifically advised Chako that OCI had an employee on layoff and that that stood in the way of the Company hiring Chako.

It is true that the Company had claimed that it was "coming in" to Youngstown under the International agreement. But OCI knew that Local 125 insisted on the applicability of the Local agreement. And even if the Local agreement had in fact not been applicable, it would not appear to be a violation of either Section 8(b)(1)(A) or of Section 8(b)(2)—the only two provisions of the Act that the General Counsel alleges were violated by Local 125—for Local 125 to have insisted that an employer recall laid-off employees prior to hiring newcomers.[17]

I accordingly conclude that the complaint should be dismissed to the extent that it alleges that Local 125 violated the Act in its actions on or about October 17.

B. *The November 3 Incident*

Local 125's coercive statements: A union violates Section 8(b)(1)(A) of the Act when it threatens an employee—either directly or through an employer or prospective employer—because the employee filed an unfair labor practice charge against the Union.[18] Thus, Local 125 violated Section 8(b)(1)(A) of the Act when Jackson told Dave O'Neil that "he didn't want Chako anywhere near the job one way or the other because of the charges that he filed," and when Mason told Chako that Chako could not transfer into Local 125 and could not work out of its hall because Chako had filed charges against the Union.

Local 125's unwillingness to process Chako's transfer: The General Counsel's brief suggests that on or about November 3 Local 125 refused to allow Chako to transfer into that local, and that that prevented OCI from hiring Chako (as a foreman). The evidence does not support that proposition. As discussed earlier, Local 125 treated members of Local 935 as though they were Local 125 members. Accordingly, it was not Chako's lack of membership in Local 125 that kept OCI from hiring Chako as a foreman.[19]

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[13] Testimony of witness Dave O'Neil.

[14] Testimony of witness Chako.

[15] Mason testified that his response was: "Chako, I don't want to have anything to say to you. You filed charges, and I'm not going to say anything about that." I credit Chako.

[16] At Local 125's request, a panel of Builders Association and Local 125 representatives considered the contractual obligations of OCI and the Union regarding key men, seniority of employees, and foremen. The panel deadlocked. While procedures were available to take the deadlocked dispute to a single arbitrator, no party pursued that avenue.

[17] See *Ohio Valley Carpenters District Council, Local Union No. 415, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (Cincinnati Fixtures, Inc.)*, 226 NLRB 1032 (1976).

[18] The parties have not cited any cases directly on point and I have not otherwise come across any. Numerous analogous cases, however, leave little room for doubt about the matter. For a recent one see, e.g., *International Longshoremen's Association, Local 1329 (Metals Processing Corp.)*, 252 NLRB 229 (1980).

[19] Anytime a union makes a strike threat over an employer's attempt to hire a supervisor, an 8(b)(1)(B) issue is necessarily raised. But the com-

Continued

That, perhaps, should be the end of the matter: The only reason OCI refrained from hiring Chako on November 3 was because Mason told O'Neil that OCI faced a strike if the Company hired Chako; and neither the complaint nor the General Counsel's brief alleges that that strike threat was made for unlawful reasons. But OCI's failure to hire Chako on November 3 was the subject of considerable testimony and at the hearing all parties proceeded as though Local 125's motivation in making the November 3 strike threat was in issue. While the question is a close one, my conclusion is that under all the circumstances it is appropriate for the Board to consider whether, due to Local 125's motivation in making the strike threat, the Union thereby violated Section 8(b)(1)(A) of the Act.

The November 3 strike threat violated the Act: It will be recalled that the backdrop to the strike threat that Mason made to O'Neil on or about November 3 was: (1) OCI had recently laid off a member of Local 125, Stevens, for a second time; (2) Mason knew that while Stevens was technically "laid off," in fact OCI had gotten rid of him because of his unsatisfactory performance, not because of a lack of available work; (3) 2 weeks earlier OCI had unsuccessfully attempted to hire Chako as a laborer; (4) Mason knew that O'Neil was unacquainted with Chako; (5) Mason and Jackson had just told Chako and Dave O'Neil (or were about to tell them) that Chako would not be allowed to work in the Youngstown area because of the charges Chako had filed against Local 125.

Given these circumstances it could be that Mason made the strike threat to O'Neil solely because he felt that OCI's plan to hire Chako as a foreman was simply a device to get around the provisions of the Local agreement that gave Stevens seniority rights. (And there is little doubt that, from Mason's viewpoint, the plan to hire Chako as a foreman appeared peculiar, given O'Neil's lack of prior acquaintance with Chako.) Moreover, OCI would might well have violated the seniority requirements of the Local agreement if Chako had been hired as a foreman and Butchkoskie had been moved down to laborer—since Butchkoskie would thereby have filled the slot that arguably belonged to Stevens.

But that interpretation of Mason's motivation would have to be predicated on the assumption that Jackson's and Mason's comments about Chako's charges were idle bluffs that the Local had no intention to effectuate. There is no reason to make that assumption. In addition, given Local 125's running dispute with OCI about the applicability of the Local agreement and about Stevens' performance, it is hard to understand why Mason would not have referred to Stevens' seniority if that was the sole basis for Mason's unwillingness to allow OCI to hire Chako as on November 3. All in all, I can only conclude that: (1) Chako's unfair labor practice charges against Local 125 played a role in the Union's decision to preclude OCI from hiring Chako; and (2) the record fails to indicate that Local 125 would have sought to keep OCI from hiring Chako on November 3 even if Chako had not filed his charges against Local 125.

plaint does not allege a violation of that provision and the General Counsel did not discuss the issue in brief. Moreover, the record fails to indicate whether Chako, as an OCI foreman, would have been a "representative" of the Company "for the purpose of collective bargaining or the adjustment of grievances."

CONCLUSIONS OF LAW

1. Local 125 of the Laborers' International Union of North America is a labor organization within the meaning of Section 2(5) of the Act.

2. OCI is an employer engaged in commerce within the meaning of Section 2(2) and (6) of the Act.

3. Local 125 violated Section 8(b)(1)(A) of the Act by: (a) telling OCI that the Union did not want OCI to employ Charging Party George Chako because of the unfair labor practice charge that Chako had filed against the Union; (b) telling Chako that he would not be allowed to transfer into Local 125 and would not be allowed to work out of the Union's hall because of the charges Chako had filed against the Union; and (c) by, because of the charge that Chako had filed against the Union, threatening to call a strike against OCI on or about November 3, 1980, if OCI employed Chako.

4. The unfair labor practices referred to above affect commerce within the meaning of Sections 2(7) and 10(a) of the Act.

THE REMEDY

I shall recommend that Local 125 be ordered to cease and desist from engaging in the unfair labor practices referred to above and from any like or related acts.

I shall also recommend that Local 125 be required to make George Chako whole for all loss of earnings resulting from the unfair labor practice described above. Loss of earnings shall be computed as prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest on Chako's lost earnings (see *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962)), to be computed as prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).

Finally, the recommended Order will require Local 125 to post an appropriate notice.

Upon the foregoing findings of fact and conclusions of law, and upon the entire record, I hereby issue the following recommended:

ORDER[20]

The Respondent, Laborers' International Union of North America, Local 125, Youngstown, Ohio, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Restraining and coercing any employee in the exercise of the rights guaranteed in Section 7 because the employee filed an unfair labor practice charge against the Union.

(b) Causing, or attempting to cause, an employer to discharge, or refrain from employing, an employee be-

[20] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

cause the employee filed an unfair labor practice charge against the Union.

(c) In any like or related manner restraining or coercing any employee in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which is necessary to effectuate the policies of the Act:

(a) Make George Chako whole for all loss of earnings resulting from Local 125's commission of an unfair labor practice directed at him by payment of the sum of money to which he is entitled in the manner set forth in the remedy section of this Decision.

(b) Post at its business office and at all other places where notices to its members are customarily posted copies of the attached notice marked "Appendix."[21] Copies of said notice, on forms provided by the Regional Director for Region 8, after being signed by a representative of Local 125, shall be posted immediately upon their receipt and be maintained by Local 125 for 60 consecutive days. Local 125 shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by other material.

(c) Notify the Regional Director for Region 8, in writing, within 20 days from the date of this Order, what steps Local 125 has taken to comply with the Order.

IT IS FURTHER ORDERED that the complaint be dismissed in all other respects.

[21] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had a chance to give evidence the National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post this notice. We intend to carry out the order of the Board and to abide by the following:

WE WILL NOT, because an employee filed an unfair labor practice charge against the Union, tell the employee that he or she may not join the Union or work out of the Union's hall.

WE WILL NOT cause, or attempt to cause, an employer to discharge, or to refrain from employing, an employee because the employee filed an unfair labor practice charge against the Union.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed them in Section 7 of the National Labor Relations Act.

WE WILL make whole George Chako for all loss of earnings he may have suffered, with interest, as a result of our unlawful action against him.

LOCAL 125, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA